

16
DONELAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW

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8530-G

FEB 26 1993 - 8:20 PM

INTERSTATE COMMERCE COMMISSION

February 26, 1993

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

3-057A008

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11303(a) and the regulations thereunder, are two (2) counterparts of an Assignment of Lease and Bill of Sale between U.S. Concord, Inc. ("Assignor/Seller") and Cargill Leasing Corporation ("Assignee/Purchaser"), a secondary document, dated February 25, 1993.

It is my understanding that the recordation number to be assigned to the document described in the preceding paragraph is 8530-G.

The names and addresses of the parties to the enclosed document are as follows:

Assignment of Lease and Bill of Sale

ASSIGNOR/SELLER:

U.S. Concord, Inc.
40 Richards Avenue
Norwalk, CT 06856

ASSIGNEE/PURCHASER:

Cargill Leasing Corporation
6000 Clearwater Drive
Minnetonka, MN 55343-9497

A general description of the equipment covered by the enclosed document is attached hereto as Schedule I.

2 Counterparts Mark Helms

DONELAN, CLEARY, WOOD & MASER, P. C.

Letter to Secretary Sidney L. Strickland, Jr.

February 26, 1993

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The undersigned is the attorney-in-fact for purposes of this filing. Please return the extra copies of the enclosed documents to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4006 or to the bearer hereof.

Also enclosed is a remittance in the amount of \$32.00 for the required recording fees.

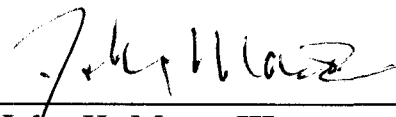
It is also requested that the Assignment of Lease be cross-indexed in the "Lessor" Index Book ("yellow pages") under the name of the Assignee, namely under: Cargill Leasing Corporation as lessor.

A short summary of the document to appear in the index follows:

SECONDARY DOCUMENT

Assignment of Lease and Bill of Sale between U.S. Concord, Inc. ("Assignor/Seller") and Cargill Leasing Corporation ("Assignee/Purchaser"), a secondary document, dated February 25, 1993, relating to ten (10) SD40-2 3,000 horsepower diesel-electric locomotives, bearing Road Numbers CNW 6926 through CNW 6935, inclusive.

Respectfully submitted,

By: 
John K. Maser III
Attorney-In-Fact

SCHEDULE I

DESCRIPTION OF EQUIPMENT COVERED BY ASSIGNMENT OF LEASE AND BILL OF SALE

Ten (10) SD40-2 3,000 horsepower diesel-electric locomotives, bearing the following Road Numbers:

ROAD NUMBERS

CNW 6926
CNW 6927
CNW 6928
CNW 6929
CNW 6930
CNW 6931
CNW 6932
CNW 6933
CNW 6934
CNW 6935

Interstate Commerce Commission
Washington, D.C. 20423

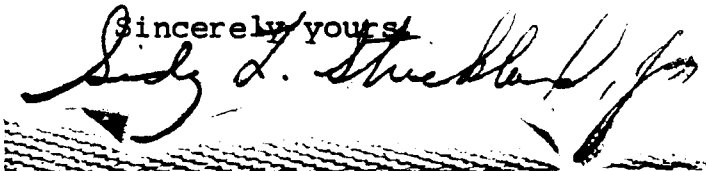
2/26/93

OFFICE OF THE SECRETARY

John K. Maser III
Donelan, Cleary, Wood & Maser, PC
1275 K Street, NW., Ste. 850
Washington, DC 20005-4078

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/26/93 at 3:10PM, and assigned re-recording number(s). 8530-G

Sincerely yours,

Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

ASSIGNMENT OF LEASE AND BILL OF SALE

8530-6
FEB 26 1993 10 12 PM

INTERNATIONAL COMMERCE COMMISSION

U.S. Concord, Inc. (hereinafter called the "Seller"), for valuable consideration paid by Cargill Leasing Corporation (hereinafter called the "Purchaser") at or before the execution and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer and set over unto the Purchaser, its successors and assigns, its right, title and interest in the property described in Schedule 1 attached hereto.

TO HAVE AND TO HOLD the above described property unto the Purchaser, its successors and assigns, for its and their own use, forever.

And the Seller hereby warrants unto the Purchaser, its successors and assigns, that, as of the date hereof the Seller has title to the aforesaid property, and good and lawful right to dispose of said property.

The Seller further warrants that the aforesaid property is free and clear of all claims, liens, charges, equities, mortgages, security interests and other encumbrances by or in favor of any person claiming by, through or under the Seller other than the rights of Chicago and North Western Transportation Company ("CNW") under that certain Lease Extension and Equipment Option Agreement dated as of December 13, 1990 (the "Contract"), between the Seller and CNW and under the Lease (as defined in the Contract).

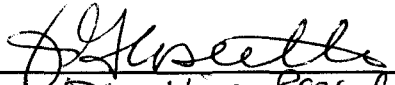
THE EQUIPMENT IS BEING SOLD "AS IS, WHERE IS", AND, EXCEPT AS SET FORTH HEREIN, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES AS TO THE FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, WITH ALL FAULTS RELATING THERETO, WHETHER KNOWN OR UNKNOWN, LATENT OR PATENT.

Such grant, bargain, sale, transfer, and set over, as set forth hereinabove, is pursuant to, in accordance with, and subject to the provisions, terms and conditions of that certain Purchase Agreement dated as of February 26, 1993 ("Purchase Agreement"), by and between Seller and the Purchaser, and the provisions, terms and conditions, including the representations and warranties made therein, of such Purchase Agreement are by this reference hereby incorporated herein and made a part of this Bill of Sale.

Seller hereby assigns to Purchaser all of Seller's right, title and interest in the Contract and in the Lease (as defined in the Contract) which Lease is filed with the Interstate Commerce Commission under Recordation No. 8530.

IN WITNESS WHEREOF, the Seller has caused this Assignment of Lease and Bill of Sale to be executed in its name by a duly authorized representative on this 25th day of February, 1993.

U.S. CONCORD, INC.

By 
Its Exec Vice President

Purchaser hereby assumes all of Seller's obligations under the Contract and the Lease.

CARGILL LEASING CORPORATION

By _____
Its _____

Seller hereby assigns to Purchaser all of Seller's right, title and interest in the Contract and in the Lease (as defined in the Contract) which Lease is filed with the Interstate Commerce Commission under Recordation No. 8530.

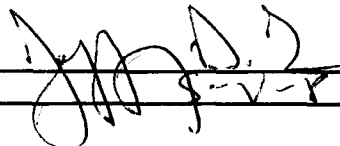
IN WITNESS WHEREOF, the Seller has caused this Assignment of Lease and Bill of Sale to be executed in its name by a duly authorized representative on this ____ day of February, 1993.

U.S. CONCORD, INC.

By _____
Its _____

Purchaser hereby assumes all of Seller's obligations under the Contract and the Lease.

CARGILL LEASING CORPORATION

By  _____
Its _____

SCHEDULE 1

Equipment Schedule

| <u>Type</u> | <u>Quantity</u> | <u>Road Numbers</u> |
|--|-----------------|---------------------|
| SD40-2 3,000 hp. diesel-electric locomotive | 10 | CNW 6926-35 |

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this 25th day of February, 1993, before me personally appeared James Costello, who, being by me duly sworn, did say that he is a Executive Vice President of U.S. CONCORD, INC.; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said James Costello acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

Raymond J. Filakosky
Notary Public
My Commission Expires
April 30, 1997

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this _____ day of February, 1993, before me personally appeared _____, who, being by me duly sworn, did say that he is a _____ of CARGILL LEASING CORPORATION; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

On this _____ day of February, 1993, before me personally appeared _____, who, being by me duly sworn, did say that he is a _____ of U.S. CONCORD, INC.; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 25th day of February, 1993, before me personally appeared Jeffery D. Leu, who, being by me duly sworn, did say that he is a Sr Vice-President of CARGILL LEASING CORPORATION; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Jeffery D. Leu acknowledged said instrument to be the free act and deed of said corporation.



Jeanne Smith
Notary Public